RECENT CASES

VENDOR AND PURCHASER—DEFICIENCY IN ACREAGE—REMEDY.—STRAUSS v. NORRIS, ET AL., 79 ATLANTIC, 611 (N. J.).—*Held,* that where through innocent mistake a vendor represented a tract of land as containing 82 acres, "more or less," and it was found to contain but 69, the purchaser, being ignorant of the deficiency, could sue in equity for reimbursement, the words "more or less" not being regarded as including a considerable variance.

The case under discussion is in accord with the modern rule that if there is little variance in acreage under a sale by the acre, "more or less," there shall be no adjustment, but if the discrepancy is great the injured party may recover in equity. 1 *Sugden on Vendors,* 369; *Couse v. Boyles,* 4 N. J. Eq., 212; and the English courts now agree with this. *Hill v. Buckley,* 17 Vesey, 401, but this is allowed only when the sale is explicitly designated as by the acre, *Barnes v. Sealey,* 2 Duer., 570; and some courts give relief only in case of gross mistake. *Quesnel. v. Woodlief,* 2 Hen. & Mun., 173 note. There are, however, many cases at common law which hold that when a sale has been completely performed, there can be no suit brought for adjustment on the ground that the vendee has had opportunity to protect himself by examination of the lands. *Evans v. Edmunds,* 13 C. B., 777, unless there is fraud. *Hart v. Swaine,* 7 Ch. D., 42; *Arkwright v. Newbold,* 17 Ch. D., 301. As far as the American decisions go regarding the expression "more or less," some courts hold as small difference ground for relief, as of 5 acres. *Stevens v. McKnight,* 42 Ohio, 341; *Wilson v. Randall,* 67 N. Y., 328; *Tarbell v. Brownson,* 103 Mass., 341, while others do not. *Weart v. Rose,* 16 N. J. Eq., 290.

GUARDIAN AND WARD—STAY—ACTION V. GUARDIAN—"AGENT."—PARKER V. WILSON, 137 S. W., 926 (ARK.).—*Held,* that a statute providing that no stay of action or judgment against any collecting officer or attorney at law or agent for delinquency in his duties shall be allowed does not apply to an action against a guardian, he not being an "agent" within the meaning of the statute. McCulloch, J., *dissenting.*

In accord with the case under discussion is the proposition often laid down that agency rests upon a contract. 2 *Kent Comn.,* 612; *Whitehead v. Tuckett,* 15 *East,* 400, and that statutes such as this are to be strictly construed. *Waller v. Harris,* 20 Wend. (N. Y.), 562; 1 *Story's Comn. on Const. Law,* § 407, 424, for the object of such reading is to bring sense into the statute, not sense out of it by introducing new material. *McCloskey v. Cromwell,* 11 N. Y., 602. The term *"agent,"* however, is of broad significance and a natural guardian has been held able to make an affidavit as agent for a minor. *Wilson v. Mo-no-chas.,* 40 Kans., 648, and an agent has been held to be one who undertakes to transact business for another and to render an account thereof, not necessarily in contract. *Metzger v. Huntington,* 139 Ind., 501; *Felsh v. Lindsay,* 115, Mo., 1.

JUSTICES OF THE PEACE—JUDGMENTS—REVIVAL.—AIRY V. SWINFORD, 136 S. W., 728 (MO.).—*Held,* that where a statute provided that no judgment